

## TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS/COMPONENTS/SERVICES

[CIS – 09/04] [FAR 52.215-17 – 10/97]

- (a) Subcontractor Entitlement to Financing Payments. The Subcontractor may request, and the Institute shall pay, a Subcontract financing payment as specified elsewhere in this Subcontract when: the payment requested is properly due in accordance with this Subcontract; the supplies deliverable or services due under the Subcontract will be delivered or performed in accordance with the Subcontract; and there has been no impairment or diminution of the Institute's security under this Subcontract.
- (b) Special Terms Regarding Termination for Cause. If this Subcontract is terminated for cause, the Subcontractor shall, on demand, repay to the Institute the amount of unliquidated Subcontract financing payments. The Institute shall be liable for no payment except as provided by the "Termination for Cause" Article of the Subcontract.
- (c) Security for Institute Financing. In the event the Subcontractor fails to provide adequate security, as required by the Institute, no financing payment shall be made under this Subcontract. Upon receipt of adequate security, financing payments shall be made, including all previous payments to which the Subcontractor is entitled, in accordance with the terms of the provisions for Subcontract financing. If at any time the Institute determines that the security provided by the Subcontractor is insufficient, the Subcontractor shall promptly provide such additional security as the Institute determines necessary. In the event the Subcontractor fails to provide such additional security, the Institute may collect or liquidate such security that has been provided and suspend further payments to the Subcontractor; and the Subcontractor shall repay to the Institute the amount of unliquidated financing payments as the Institute at its sole discretion deems repayable.
- (d) Reservation of Rights.
  - (1) No payment or other action by the Institute under this Article shall (i) excuse the Subcontractor from performance of obligations under this Subcontract, or (ii) constitute a waiver of any of the rights or remedies of the parties under the Subcontract.
  - (2) The Institute's rights and remedies under this Article (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this Subcontract; and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this Article or the exercise of any other right, power, or privilege of the Institute.
- (e) Content of Subcontractor's Request for Financing Payment. The Subcontractor's request for financing payment shall contain the following:
  - (1) The name and address of the Subcontractor;
  - (2) The date of the request for financing payment;
  - (3) The Subcontract number and/or other identifier of the Subcontract or Order under which the request is made; and
  - (4) An appropriately itemized and totaled statement of the financing payments requested and such other information as is necessary for computation of the payment, prepared in accordance with the direction of the Institute.
- (f) Limitation on Frequency of Financing Payments. Subcontractor financing payments shall be provided no more frequently than monthly.
- (g) In the event of any conflict between the terms proposed by the offeror in response to an invitation to propose financing terms and the terms in this Article, the terms of this Article shall govern.